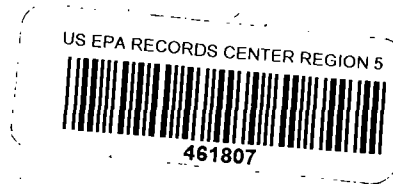


Taco Bell Corp.
1 Glen Bell Way
Irvine, CA 92618
Direct Tel 949 863 4671
Fax 949 863 3801



RECEIVED NOV 28 2012 Jda

November 16, 2012

Via Overnight Mail

U.S. Environmental Protection Agency, Region 5
Superfund Division, Enforcement and Compliance Assurance Branch
Attn.: Marsha A. Adams, Enforcement Specialist
77 West Jackson Boulevard, (SE-5J)
Chicago, Illinois 60604-3590

Att'n: SC-5J

Re: Request for Information Pursuant to Section 104(e) of CERCLA
West Troy Contaminated Aquifer Site, Troy, Ohio
CERCLIS ID No: OHN000508132

Dear Ms. Adams:

Taco Bell of America, LLC ("Taco Bell") is in receipt of a Request for Information, dated October 30, 2012, from Sharon Jaffess, Chief, Enforcement & Compliance Assurance Branch and pertaining to a site in Troy, Ohio (the "Request"). Taco Bell has conducted a diligent and thorough investigation of the facts it is aware of and the documents it has access to, and based upon the results of that investigation, submits the attached answers to the questions posed in Enclosure 4 of the Request.

Please contact me directly should you have any further questions or concerns related to Taco Bell's responses. Thank you.

Very Truly Yours,

Richard Deleissegues
Sr. Attorney
Taco Bell of America, LLC
(949) 863-4671

22736

ORIGINAL

Brands: Taco Bell
Site No.: 304533
City/State: Troy, OHIO

LANDLORD
SOLD

SHOPPING CENTER GROUND LEASE
(Free Standing)

BASIC PROVISIONS

This **Lease** is between Taco Bell of America, Inc., a Delaware corporation, as **Tenant**, and the **Landlord** identified below. Defined terms are shown in boldface type when first used. Definitions are in these **Basic Provisions** or in the attached **General Provisions**.

Landlord leases the **Premises** to Tenant and Tenant leases the Premises from Landlord subject to all provisions of this Lease.

1. Date of this Lease for reference purposes: November 10, 2006
2. Landlord: Trojan Plaza Investors, LP
3. Landlord is a limited partnership incorporated or formed in the state of Illinois.
4. Landlord federal tax identification number: 36-3576011
5. Landlord address for notices: 6160 North Cicero Avenue, Suite 620,
Chicago, IL 60646-4395
6. Landlord address for payment of rent: 6160 North Cicero Avenue, Suite 620,
Chicago, IL 60646-4395
7. Landlord telephone: (773) 545-6160 Fax: (773) 685-8402

8. Tenant address for notices until the Rent Commencement Date:

Yum Brands Real Estate
17901 Von Karman
Irvine, California 92614
Attn: Law Department/Real Estate
Site Number 304533

Fax: (949) 863-3801

9. Tenant address for notices after the Rent Commencement Date:

Property Management
Yum! Brands, Inc.
P.O. Box 34550
Louisville KY 40232

Fax: (502) 874-8848

10. Premises address:

Name of Center: Trojan Village Shopping Center

Street: 1420 W. Main Street

County: Miami City: Troy State: Ohio

11. Approximate dimensions of the Premises:

122.5 ft. by 187.51 ft., approximate area: 22,970 square ft., as cross-hatched on Exhibit A.

12. Important Dates:

12.1 **Effective Date.** The date on which (a) both Landlord and Tenant have signed this Lease and (b) Tenant has received notice from Landlord that Landlord has received approval from its lender, in which event the contingency set forth in Section 21 of the Basic Provisions of this Lease shall be deemed satisfied. The parties agree to execute a letter stating the Effective Date if requested by any party.

12.2 **Rent Commencement Date.** The earlier of the date on which Tenant opens its restaurant to the public for business or August 1, 2007.

12.3 **Inspection Period** expires 60 days after the Effective Date.

12.4 **Permitting Period** expires 180 days after the Effective Date.

13. Initial **Term** of this Lease is **20 Lease Years**, commencing on the Rent Commencement Date.

14. **Basic Rent**

<u>Lease Year</u>	<u>amount per month</u>	<u>annual rental</u>
1 through 5	\$ [REDACTED]	[REDACTED]
6 through 10	\$ [REDACTED]	[REDACTED]
11 through 15	\$ [REDACTED]	[REDACTED]
16 through 20	\$ [REDACTED]	\$ [REDACTED]

15. Provided that Tenant is not then in material default, options to extend the Term for four (4) additional five (5) year periods on terms stated in Exhibit entitled "Option to Extend the Term."

16. **Miscellaneous**

16.1 Title insurance paid for by Tenant.

16.2 Survey paid for by Tenant.

17. Insurance coverages: Liability \$2,000,000.00 Casualty 80% of replacement value of **Tenant Improvements**.

18. **Usable Square Feet** in the Center: 138,446 square feet

19. Required Co-Tenant(s): none

20. Landlord's Broker: Richard Flagel Realty, Inc.

21. Approval by Landlord's Lender: This Lease and the obligations of Landlord and Tenant hereunder are contingent upon Landlord receiving approval from its lender on or before November 30, 2006. If Landlord fails to notify Tenant on or before November 30, 2006, that Landlord has obtained approval from its lender, Tenant shall have the right to terminate this Lease at any time thereafter, in which event this Lease shall be null and void and of no further force or effect.

Signatures for
Shopping Center Ground Lease
(Free Standing)

This Lease consists of the foregoing Basic Provisions, the following General Provisions, the Exhibits listed below, and a Memorandum of this Lease described in the General Provisions, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the Exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

All rights and duties under this Lease, except the duty to pay Basic Rent, Additional Rent and Taxes, are effective on the Effective Date. Tenant's duty to pay Basic Rent, Additional Rent and taxes starts on the Rent Commencement Date.

Exhibit List

1. Exhibit A Center Site Plan (See Section 1.3, General Provisions)
2. Exhibit AI Premises Site Plan (See Section 10.20, General Provisions)
3. Exhibit B Legal Description of the Center (See Section 1.3, General Provisions)
4. Exhibit C Landlord Obligations to Complete Landlord Work Intentionally Deleted
5. Exhibit D Option to Extend the Term (See Section 15, Basic Provisions)
6. Exhibit E Declaration of Restrictive Covenant (See Section 11.4, General Provisions)
7. Exhibit F Memorandum of Lease (See Section 22.7, General Provisions)
8. Exhibit G Restrictions in the Center (See Section 3.1, General Provisions)

Signature of Landlord

Trojan Plaza Investors, LP,
a(n) Illinois limited partnership

By: Hallmark Equities, Inc. General Partner

Name: Jeffrey E. Kolodny

Title: President

Signature of Tenant

Taco Bell of America, Inc.,
a Delaware corporation

By: Laurence Gerich

Name: LAURENCE GERICH
Attorney in Fact

Title: _____

Date: November 14, 2006

Date: JANUARY 18, 2007

Reviewed by
Barbara Bahoshy

Date _____

9. *Correcting Contamination and Soil Conditions*

- 9.1 Hazardous Materials Discovered During Inspection Period
- 9.2 Hazardous Materials Discovered After Inspection Period
- 9.3 *Hazardous Materials, Contamination and Remediation*
- 9.4 Ownership of Hazardous Materials
- 9.5 Soil Characteristics

10. Tenant Obligations

- 10.1 Application for Permits
- 10.2 Satisfaction or Waiver of Contingencies
- 10.3 Payment of Rent
- 10.4 Payment of Additional Rent
- 10.5 Payment of Taxes
- 10.6 Contamination by Tenant
- 10.7 Alterations by Tenant
- 10.8 Approval of Tenant Alteration Plans
- 10.9 Notice of Tenant Work
- 10.10 Payment for Utilities
- 10.11 Maintenance
- 10.12 General Insurance Requirements
- 10.13 Casualty Insurance
- 10.14 Liability Insurance
- 10.15 Subordination
- 10.16 Surrender of Premises; Removal of Improvements
- 10.17 Indemnification of Landlord by Tenant
- 10.18 Tenant's Right to Terminate Lease
- 10.19 Approval by Tenant's Management
- 10.20 Construction of Tenant Improvements

11. Landlord Obligations

- 11.1 Completion of Landlord Work
- 11.2 Alterations by Landlord
- 11.3 Quiet Enjoyment
- 11.4 Restrictions on Use of the Center
- 11.5 Maintenance of Common Area by Landlord
- 11.6 Common Area Insurance
- 11.7 Indemnification of Tenant by Landlord
- 11.8 Landlord Contribution to Cost of Tenant's Inspection
- 11.9 Replatting, Rezoning or Subdividing
- 11.10 Third Party Consents and Waivers
- 11.11 Further Acts

**SHOPPING CENTER
GROUND LEASE
(Free Standing)**

GENERAL PROVISIONS

Contents

1. General Definitions
 - 1.1 Additional Rent
 - 1.2 Affiliate
 - 1.3 Center
 - 1.4 Inspection Period
 - 1.5 Lease Year
 - 1.6 Permits
 - 1.7 Permitting Period
 - 1.8 Rent
 - 1.9 Tenant Improvements
 - 1.10 Tenant's Proportionate Share
 - 1.11 Usable Square Feet
2. Premises
3. Use
 - 3.1 Tenant Use
 - 3.2 Tenant Sign Rights
 - 3.3 Non-Exclusive Rights
 - 3.4 Co-Tenant
4. Assignment, Subleasing and Hypothecation
5. Inspection Contingencies
6. Inspection by Tenant
 - 6.1 Landlord Providing Information
 - 6.2 Tenant Obtaining Information
7. Notice of Inspection Results
8. Correcting Title and Access

- 12. Computing Common Area Expenses
 - 12.1 Items Included in Common Area Expenses
 - 12.2 Items Excluded from Common Area Expenses
 - 12.3 Common Area Expense Budget and Payments
 - 12.4 Audit of Common Area Expenses
- 13. Liens and Claims
- 14. Condemnation
- 15. Destruction of Tenant Improvements
- 16. Destruction of Common Area
- 17. Default by Tenant
- 18. Default by Landlord
- 19. Attorneys' Fees
- 20. Representations and Warranties
 - 20.1 Landlord Representations and Warranties
 - 20.2 Tenant Representations and Warranties
 - 20.3 Brokers
- 21. Landlord's Sale of the Premises
 - 21.1 First Offer to Tenant
 - 21.2 Release of Landlord on Sale
- 22. Miscellaneous Provisions
 - 22.1 Amendment
 - 22.2 Consents
 - 22.3 Disclaimer of Partnership
 - 22.4 Estoppel Certificates
 - 22.5 Holding Over
 - 22.6 Interpretation of Lease
 - 22.7 Memorandum of Lease
 - 22.8 Notices
 - 22.9 References
 - 22.10 Time and Excusable Delays
 - 22.11 Waiver

22.12 Indemnification

1. *General Definitions.*

1.1 *Additional Rent.* **Additional Rent** means **Tenant's Proportionate Share of Common Area Real Estate Taxes and insurance**, calculated pursuant to these General Provisions and Real Estate Taxes levied on the Premises.

1.2 *Affiliate.* An **Affiliate** is any company controlling Tenant, controlled by Tenant or controlled by the same company which controls Tenant.

1.3 *Center.* The **Center** is the shopping center identified in the Basic Provisions and depicted and described on the Center Site Plan and Center legal description attached as Exhibits to this Lease.

1.4 *Inspection Period.* The **Inspection Period** is the period described in the Basic Provisions during which Tenant shall inspect the condition of title and access to the Premises and investigate the condition of the soil within the Premises.

1.5 *Lease Year.* A **Lease Year** consists of twelve (12) consecutive calendar months beginning on the Rent Commencement Date and each anniversary thereof.

1.6 *Permits.* **Permits** are all authorizations and approvals issued by government agencies and necessary for Tenant to install Tenant Improvements and operate its business on the Premises such as a zoning change, variance, use permit, alcoholic beverage license, environmental law compliance, site plan approval, parking approval, sign approval, curb cut and other access approval, utility connection permit, and building permit.

1.7 *Permitting Period.* The **Permitting Period** is the period described in the Basic Provisions during which Tenant shall apply for and take reasonable steps to obtain all Permits.

1.8 *Rent.* **Rent** includes Basic Rent and Additional Rent.

1.9 *Tenant Improvements.* **Tenant Improvements** shall mean all buildings, installations, structures, and equipment and all their components and all identification, advertising and directional signs and media required by Tenant to be located on the Premises. All Tenant Improvements on the Premises shall be the property of Tenant. Upon termination of this Lease the Tenant Improvements, but no trade fixtures or other personal property, shall become the property of Landlord unless they are removed by Tenant pursuant to this Lease.

1.10 *Tenant's Proportionate Share.* **Tenant's Proportionate Share** shall be the ratio, stated as a percentage, which the number of Usable Square Feet in the Premises bears to the number of Usable Square Feet in the Center.

1.11 **Usable Square Feet.** Usable Square Feet in the Center shall be the number of square feet of usable floor space within all buildings constructed within the Center. Usable Square Feet in the Premises shall be the number of square feet of usable floor space within Tenant's building constructed on the Premises. Landlord shall notify Tenant of any change in the Usable Square Feet in the Center from the amount stated in the Basic Provisions.

2. **Premises.** The Premises are generally described in the Basic Provisions. A legal description of the Premises will be determined by the survey prepared during the Inspection Period and will be included by Tenant in the memorandum of lease to be executed by the parties. The legal description attached to the memorandum of lease will then be the legal description for the Premises.

3. **Use.**

3.1 **Tenant Use.** Tenant shall have the right without Landlord's consent to use the Premises for any restaurant operated by Tenant or by an Affiliate of Tenant which use does not violate or cause Landlord to violate (a) a recorded restriction applicable to the Premises prior to the Effective Date granting to another party the exclusive right to such other use in the Center or (b) any other non - recorded restriction as set forth on Exhibit "G" attached hereto. Tenant shall comply with all laws applicable to Tenant's use of the Premises.

3.2 **Tenant Sign Rights.** Tenant may install and maintain on the Premises such identification, advertising and directional signs and media as Tenant determines. Tenant shall comply with all laws applicable to Tenant's signs on the Premises.

3.3 **Non-Exclusive Rights.** Landlord grants Tenant, Tenant's customers and invitees the non-exclusive right to use all of the **Common Area** subject to reasonable regulation by Landlord applied uniformly to all occupants of the Center. Common Area means that portion of the Center designed for common use by Tenant and others, including all parking areas, driveways, walkways and landscaped areas, but excluding the Premises and other buildings in the Center. Tenant grants to Landlord and customers and invitees to the Center, the non-exclusive right to use all of the driveways, parking spaces and other areas on the Premises.

3.4 **Co-Tenant.** Intentionally Deleted

4. **Assignment, Subleasing and Hypothecation.** Tenant shall have the right to assign this Lease or sublease all or part of the Premises without Landlord consent to: (a) any Affiliate, (b) any franchisee of Tenant or any Affiliate or (c) any successor of Tenant by operation of law such as merger. In the event of an assignment that does not require Landlord consent, as set forth in (a), (b) or (c) above, Tenant shall remain liable for the Term of the Lease. Other assignments or subleasing shall require the written consent of Landlord, which consent shall not be unreasonably withheld. In the event of an assignment in which Landlord's consent is required, Tenant shall remain liable for three (3) years after the date of assignment, and, provided

the assignee performs all obligations of Tenant under this Lease during such three (3) years, Tenant shall thereafter be released from any further liability under this Lease.

Landlord acknowledges that Tenant's franchisee may seek financing for the operation of its business on the Premises from a lender ("Lender"), which Lender may require the securing of such financing by said assignee's or sublessee's interest in this Lease. Tenant's franchisee shall be permitted to mortgage, grant a security interest in, or assign its interest in this Lease and all of its respective personal property, equipment and trade fixtures located at or on the Premises to Lender. Tenant's franchisee, Tenant and/or Lender may execute and record a leasehold mortgage, leasehold deed of trust, collateral assignment of Lease, security agreement, or related agreement among Tenant, its franchisee, and Lender, and any other documentation reasonably required by Lender to evidence such financing. It is understood that any such mortgage, security agreement or other document shall only pertain to the Tenant's leasehold interest, personal property, equipment and trade fixtures, and shall not affect Landlord's fee interest in the Premises or impact in any manner, Landlord's ability to obtain financing with respect to the Premises.

5. **Inspection Contingencies.** Tenant's obligations to perform under this Lease are contingent upon the waiver by Tenant of, or Landlord's satisfaction of, the following inspection contingencies: (a) Landlord shall deliver the Premises to Tenant with insurable leasehold interest, free of all tenancies and access to the Premises satisfactory to Tenant; and (b) the soil in the Premises shall not contain any **Contamination** and shall have weight-bearing and expansion characteristics which allow construction of Tenant Improvements without extra cost.

6. **Inspection by Tenant.**

6.1 **Landlord Providing Information.** Within fifteen (15) days after the Effective Date, Landlord shall provide Tenant with legible copies of the following items in Landlord's possession, or available to Landlord, whether they are applicable solely to the Premises or to a larger parcel of which the Premises are a part: (a) Landlord's existing policy of title insurance; (b) all soil-tests and reports prepared to determine compaction, soil composition, Contamination, or for any other purpose, if any. If any of the foregoing items are not available during the Inspection Period but become available prior to the Rent Commencement Date, Landlord shall promptly provide them to Tenant, except that Landlord does not have to provide same if same has been obtained by Tenant. Landlord shall also provide Tenant with all other information concerning the Premises as Tenant may reasonably request, if in the possession of Landlord.

6.2 **Tenant Obtaining Information.** During the Inspection Period, Tenant shall, at Tenant's sole cost and expense, (a) obtain all information deemed necessary by Tenant to investigate title and access to the Premises and complete its review of such information; and (b) Tenant shall perform such tests and inspections of the soil in the Premises as Tenant deems necessary. Tenant may enter the Premises and conduct all tests Tenant deems necessary. Tenant shall keep the Premises free of all mechanics liens and claims resulting from Tenant's inspection.

and testing on the Premises. Under no circumstances shall the Tenant contact any other tenant in the Center, excepting Pizza Hut, without the written consent of the Landlord.

7. **Notice of Inspection Results.** Before expiration of the Inspection Period, Tenant shall notify Landlord of the results of its inspections along with (a) its objections, if any, to title or access to the Premises, including all objections arising from Tenant's ALTA survey of the Premises; and (b) its objections, if any, to the condition of the soil on the Premises. Such notice with objections will not cancel this Lease, and Landlord will respond to objections to title, access or soil conditions as provided below.

8. **Correcting Title and Access.** Before Tenant's receipt of Permits, Landlord may correct all title and access objections. Landlord, at Landlord's sole cost and expense, shall attempt to obtain **Non-Disturbance Agreements** from the holders of mortgages, deeds of trust or other liens encumbering the Premises assuring that Tenant's rights under this Lease shall be recognized and not disturbed upon foreclosure, provided that the Tenant shall not have been or is not in material default of the terms of this Lease. If Landlord fails to correct Tenant's objections, Tenant may, in addition to any other rights or remedies it may have, elect to: (a) cancel this Lease, (b) waive the objection, (c) extend the time for Landlord's correction (in which event the Permitting Period and the Rent Commencement Date shall be extended for the duration of such extension) or (d) accept Landlord's agreement to defend Tenant against, indemnify, and hold Tenant harmless from, all claims, loss, or liability incurred by Tenant as a result of Landlord's failure to correct the objection. Landlord's inability to cure title defects or to obtain said Non-Disturbance Agreements shall not be deemed a default of the terms of this Lease.

9. **Correcting Contamination and Soil Conditions.**

9.1 **Hazardous Materials Discovered During Inspection Period.** If conditions suggesting the presence of **Hazardous Materials** are discovered during the Inspection Period, Tenant may cancel this Lease. Alternatively, without waiving such right to cancel, Tenant may perform further tests to determine whether such Hazardous Materials constitute Contamination, and the Inspection Period, the Permitting Period and the Rent Commencement Date shall be reasonably extended to accommodate such tests.

If, after such further tests are completed, Tenant cannot determine whether such Hazardous Materials constitute Contamination, or if **Remediation** is required, then Tenant may cancel this Lease. If Tenant does not cancel this Lease, the Inspection Period, the Permitting Period and the Rent Commencement Date shall be extended by the time necessary to complete the Remediation; provided that if at any time the Remediation results in delay, increased construction costs, configuration requirements for Tenant Improvements or other conditions not acceptable to Tenant, Tenant may cancel this Lease.

9.2 **Hazardous Materials Discovered after Inspection Period.** If conditions suggesting the presence of Hazardous Materials are discovered after the Inspection Period,

Tenant may cancel this Lease. Alternatively, without waiving such right to cancel, Tenant may perform tests to determine whether such Hazardous Materials constitute Contamination, and the Permitting Period and the Rent Commencement Date shall be reasonably extended to accommodate such tests. If, after such tests are completed, Tenant cannot determine whether such Hazardous Materials constitute Contamination, or if Remediation is required, then Tenant may cancel this Lease. If Tenant does not cancel this Lease, the Permitting Period and the Rent Commencement Date shall be extended by the time necessary to complete the Remediation; provided, that if at any time the Remediation results in delay, increased construction costs, configuration requirements for Tenant Improvements or other conditions not acceptable to Tenant, Tenant may cancel this Lease. In the event that Tenant (a) elects to terminate this Lease pursuant to this Section 9.2 and (b) has demolished the existing improvements on the Premises, Tenant agrees to pay Landlord the amount of three hundred fifty thousand dollars (\$350,000.00) within thirty days after Tenant's notice of such termination of Lease. In no event shall Tenant be obligated to pay any money to Landlord if Tenant terminates this Lease pursuant to this Section 9.2 and Tenant has not demolished the existing improvements on the Premises.

9.3 Hazardous Materials, Contamination and Remediation. Hazardous Materials shall mean any hazardous or toxic substance or container therefor which is or becomes regulated by any governmental authority and includes, without limitation, underground storage tanks and any substance which is (a) defined as "Hazardous Substance," "Hazardous Waste," or "Extremely Hazardous Substance" pursuant to any provision of the United States Code, including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986, (b) defined as a hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Premises, (c) petroleum or a petroleum by-product, (d) asbestos or asbestos containing material, (e) a pesticide, (f) a polychlorinated biphenyl, (g) a dry-cleaning fluid or (h) a solvent.

Contamination shall mean the presence of Hazardous Materials which require Remediation.

Remediation shall mean those steps required by law to eliminate, remove or otherwise mitigate the presence of Hazardous Materials.

9.4 Ownership of Hazardous Materials. Landlord shall retain ownership of all Hazardous Materials placed or permitted to be placed on the Premises by Landlord, except Hazardous Materials placed by Tenant, and shall execute all hazardous waste manifests or other documents necessary to confirm this ownership. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, losses and liabilities incurred by Tenant as a result of such Hazardous Materials.

9.5 Soil Characteristics. If, within the Inspection Period, Tenant determines that the characteristics of the soil will not allow construction of Tenant Improvements without extra cost (other than grading and compaction), Tenant shall notify Landlord of Tenant's good

faith estimate of the extra costs Tenant will incur as a result of soil conditions. Tenant shall have the right to cancel this Lease at any time before expiration of the Inspection Period.

10. ***Tenant Obligations.***

10.1 ***Application for Permits.*** Before expiration of the Permitting Period, Tenant shall, at Tenant's expense, apply for, and use reasonable efforts to obtain, all Permits. If the Permits are not obtained, or if they are available only with conditions unacceptable to Tenant, or if Tenant determines that it would not be feasible or economically satisfactory for Tenant to build and operate its proposed facility, Tenant shall have the right to cancel this Lease by giving written notice to the Landlord on or before expiration of the Permitting Period.

As a part of the process of seeking Permits, Tenant, with the written consent of the Landlord, which consent will not be unreasonably withheld, may enter into agreements restricting use of, or granting easements over, the Premises. Tenant may also agree to conditions to issuance of use permits or other Permits for Tenant's use affecting the Premises. At Tenant's request, Landlord shall cooperate to the fullest extent necessary to obtain Permits, shall join with Tenant in all applications and proceedings, and shall execute all reasonable and necessary agreements, easements, and dedications required by Tenant to facilitate Tenant's use, or required by governmental agencies as a condition to issuance of Permits.

10.2 ***Satisfaction or Waiver of Contingencies.*** If Tenant fails to give Landlord written notice of dissatisfaction of any contingency within applicable contingency period, the contingency shall be deemed to have been satisfied and/or waived.

10.3 ***Payment of Basic Rent.*** Tenant shall pay to Landlord in United States dollars, the Rent provided for in the Basic Provisions, in equal monthly installments, in advance, on the first day of each calendar month of the Term. Rent for a partial month beginning on the Rent Commencement Date and at the end of the Term shall be prorated on the basis of a thirty (30) day month.

10.4 ***Payment of Additional Rent.*** Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of Common Area Real Estate Taxes and Landlord's Insurance Premiums and the Real Estate Taxes assessed against the Premises. Additional Rent shall be prorated and paid at the same time and in the same manner as Basic Rent, or as otherwise provided herein.

10.5 ***Payment of Taxes.*** Tenant shall pay all taxes levied against all personal property of Tenant located on the Premises plus all business, license, sales and excise taxes levied against Tenant or Tenant's occupancy of the Premises. Tenant shall pay all real property taxes and assessments levied against the Premises and the Tenant Improvements during the Term. Real property taxes and assessments shall be prorated between Landlord and Tenant from the Rent Commencement Date to the end of the Term based upon a thirty (30) day month and a three hundred sixty (360) day year. Landlord shall provide Tenant with real property tax bills at least forty-five (45) days before delinquency or arrange to have such bills sent directly by the

taxing authority to Tenant. Tenant shall have the right with Landlord's cooperation, but at Tenant's expense, to contest any tax or assessment, and to pay in installments where allowed by the taxing authority (or if done by Landlord, to contribute to the cost of such contest). Real property taxes shall not include business, income, gross receipts, or profits taxes, estate, succession, inheritance, transfer, corporation, or franchise taxes assessed against Landlord or any other tax intended by the taxing authority to be a tax on Landlord's income.

If the Premises are not separately assessed because they are part of a larger tax parcel, Tenant shall pay all taxes attributable to Tenant Improvements plus Tenant's proportionate share of the real property taxes and assessments attributable to the land within the Premises based upon the ratio which the number of square feet in the Premises bears to the number of square feet in the tax parcel.

10.6 Contamination by Tenant. Tenant shall not cause any Contamination on the Premises, provided, however, that if Tenant causes Contamination on the Premises, Tenant shall be responsible for all remediation costs and expenses resulting from such Contamination caused by Tenant.

10.7 Alterations by Tenant. Tenant shall have the right to make Alterations to Tenant Improvements in accordance with this section. Alterations under this Lease include interior and exterior changes, demolition and renovation. Non-structural Alterations on the interior of a building on the Premises may be made without the consent of Landlord if the cost thereof does not exceed Fifty Thousand Dollars (\$50,000.00). Subject to the exceptions below, Structural interior Alterations with a cost in excess of Fifty Thousand Dollars (\$50,000.00), and all exterior Alterations require prior approval of Landlord. The exceptions to this approval requirement are: (a) exterior Alterations which are a part of Tenant's national or regional remodeling program and involve changes which are substantially uniform on similar facilities of Tenant; and (b) reconfiguration of Tenant's site plan in order to deal with Tenant's requirements for meeting changing market conditions, so long as the reconfiguration is approved by local governmental authority with jurisdiction, and so long as the reconfiguration does not have a material and adverse effect upon access, parking, or traffic circulation between the Premises and the Center.

10.8 Approval of Tenant Alteration Plans. If Tenant proposes Alterations to the Premises which require approval of Landlord, Tenant shall provide Landlord with an opportunity to review and approve Tenant's proposed **Alteration Plans**. Alteration Plans shall consist of plans illustrating elevations, materials, colors and dimensions, and the layout of the Alterations on the Premises and in relation to other property in the Center. If Landlord disapproves any aspect of Tenant's proposed Alteration Plans, such disapproval and the reasons for disapproval, including a statement of changes Landlord requires in order to grant approval, shall be delivered to Tenant. If Landlord fails to approve or disapprove Tenant's Alteration Plans within fifteen (15) days after receipt, Landlord shall be deemed to have approved Tenant's Alteration Plans as submitted.

10.9 **Notice of Tenant Work.** At least ten (10) days before any work of demolition, construction, installation, repair, Alterations to or removal of Tenant Improvements is started on the Premises, and at least ten (10) days before any building materials are delivered to the Premises, Tenant shall notify Landlord of Tenant's intention to commence a work of improvement. Landlord shall have the right to post and maintain on the Premises any notice of nonresponsibility provided for under applicable law.

10.10 **Payment for Utilities.** Tenant shall pay for all water, electricity, gas, telephone, trash collection and other utility services furnished to the Premises, beginning on the Effective Date of this Lease.

10.11 **Maintenance.** Tenant shall maintain the Premises and Tenant Improvements in a state of good condition and repair (including replacement where necessary), ordinary wear and tear excepted. Landlord shall have no duty or right to perform maintenance and repair on the Premises, except in the event of an emergency, whereupon, Landlord shall have the right, but not the obligation, to make any necessary repairs and charge the reasonable cost and expense thereof to Tenant.

10.12 **General Insurance Requirements.** Tenant shall maintain at Tenant's expense the insurance described in this Lease. Tenant may provide insurance through a blanket policy. Tenant shall provide Landlord with certificates of insurance upon request confirming coverage and confirming that policies will not be terminated without thirty (30) days prior notice to Landlord.

10.13 **Casualty Insurance.** Tenant shall maintain special form casualty insurance covering all Tenant Improvements and all personal property in the Premises in an amount not less than the percentage of the replacement value thereof stated in the Basic Provisions. The replacement value shall be determined by Tenant's insurer. Landlord shall be named as an additional insured.

10.14 **Liability Insurance.** Tenant shall maintain commercial general liability insurance with a limit per occurrence in the amount stated in the Basic Provisions providing coverage against claims for bodily injury, personal injury, death and property damage occurring on the Premises. Landlord shall be named as an additional insured.

10.15 **Subordination.** At Landlord's option, this Lease shall be subordinate to any mortgage or deed of trust encumbering the Premises provided the mortgagee or beneficiary under such mortgage or deed of trust delivers to Tenant a recognition and non-disturbance agreement satisfactory to Tenant, or adequate provision is made in the mortgage or deed of trust, assuring that Tenant's rights under this Lease shall be recognized and not disturbed upon foreclosure, so long as Tenant is not in default under this Lease and/or Tenant attorns to the party acquiring title to the Premises following such foreclosure. Tenant shall execute a subordination agreement in connection with the foregoing as necessary to establish this Lease as subordinate to such mortgage or deed of trust. Any such estoppel or subordination agreement, if approved by Tenant, shall be executed by Tenant and returned to Landlord within fourteen (14) days of Tenant's receipt thereof.

10.16 *Surrender of Premises; Removal of Improvements.* Upon any termination of this Lease, Tenant, at Landlord's written request, during the thirty (30) days following termination, shall remove all Tenant Improvements, clear and clean up the Premises, or leave the Tenant Improvements, but if Tenant leaves its improvements, Tenant may remove all signs, structures and architectural features which in Tenant's judgment must be removed to prevent identification of the Premises with Tenant and shall promptly repair any damage caused by such removal.

10.17 *Indemnification of Landlord by Tenant.* Tenant shall defend, indemnify, and hold Landlord harmless from and against all claims, loss and liability incurred by Landlord, except to the extent caused by Landlord's negligence or misconduct, arising out of (a) any injury to or death of any person on the Premises, (b) any loss of or damage to any property occurring on the Premises, or (c) any acts or omissions of Tenant, Tenant's agents and employees.

10.18 *Tenant's Right to Terminate Lease.* In addition to any other rights of termination Tenant may have under this Lease, Tenant may terminate this Lease at any time prior to demolition of the existing building by giving notice to Landlord and paying concurrently to Landlord the sum of Ten Thousand Dollars (\$10,000.00). The right to terminate set forth in this Section 10.18 shall not apply in the event that Tenant has demolished the improvements on the Premises existing as of the Effective Date of this Lease.

10.19 *Approval by Tenant's Management. Intentionally Deleted.*

10.20 *Construction of Tenant Improvements.* Landlord hereby acknowledges its approval of Tenant's site plan set forth on Exhibit A1. All construction will be done in a good and workmanlike manner and in accordance with all state and local zoning, building and health codes and all at Tenant's expense and cost, with Landlord's written approval. Landlord has no obligations with regard to construction or demolition and the Landlord, in no event, will be responsible for the function and maintenance of the Tenant's improvement. Maintenance by Tenant includes all repairs and replacements and includes, but is not limited to all structural floors, walls, ceilings foundations and roofing and all heating, ventilating, cooling, plumbing and electrical systems and fixtures.

11. *Landlord Obligations.*

11.1 *Completion of Landlord Work. Intentionally Deleted*

11.2 *Alterations by Landlord.* Landlord shall have the right to make alterations to that portion of the Center depicted on the Center Site Plan as the "Eastern Portion of the Center" if the alterations do not have a material and adverse effect upon access, parking or traffic circulation between the Premises and the Center or upon visibility of Tenant Improvements from the Center and adjacent public streets.

11.3 *Quiet Enjoyment.* Landlord shall assure Tenant of quiet enjoyment and possession of the Premises so long as Tenant performs all of its obligations under this Lease.

11.4 **Restrictions on Use of the Center.** Except as with regard to existing tenants, Landlord shall not allow the use of any real property leased or owned by Landlord in the Shopping Center (other than the Premises) to be used for the operation of a fast food restaurant serving Mexican food. In addition, Landlord shall not allow the use of any real property leased or owned by Landlord in that portion of the Center depicted on the Center Site Plan as the "Eastern Portion of the Center" which interferes with access to the Premises or visibility from streets adjacent to the Premises of Tenant Improvements, including Tenant's building and signs.

The foregoing shall not apply to family-style, full service restaurants which offer alcoholic beverages and do not offer fast food (a) over the counter, except for incidental sales, or (b) by means of a drive-through service.

Landlord shall execute and deliver to Tenant before Tenant obtains Permits a Declaration of Restrictive Covenant suitable for recording in the form attached as an Exhibit.

11.5 **Maintenance of Common Area by Landlord.** Except as to areas within the Premises, Landlord shall operate and maintain the Common Area and all improvements therein in safe, clean, order and repair. Landlord shall carry out a program of regular maintenance and repair to impede to the extent practical, deterioration by ordinary wear and tear. Landlord's operation and maintenance obligations include, without limitation, performing all tasks and providing all services described herein for which Landlord is entitled to reimbursement. Landlord may appoint a professional manager to operate and maintain the Common Area. However, any fees paid to such professional manager shall reduce by a like amount any management fee payable to Landlord in connection with the maintenance of the Common Area.

11.6 **Common Area Insurance.** Except as to areas within the Premises, Landlord shall maintain casualty insurance covering all Common Area improvements in an amount equal to their full replacement value as determined by Landlord's insurer. Landlord shall maintain commercial general liability insurance for the Common Area with a limit per occurrence in an amount not less than Two Million Dollars (\$2,000,000.00) providing coverage against claims for bodily injury, personal injury, death and property damage occurring on the Common Area.

11.7 **Indemnification of Tenant by Landlord.** Except as to acts caused by Tenant or Tenant's customers or invitees, Landlord shall defend, indemnify, and hold Tenant harmless from and against all claims, loss and liability incurred by Tenant arising out of (a) any injury to or death of any person on the Common Area, (b) any loss of or damage to any property occurring on the Common Area, or (c) the acts or omissions of Landlord, Landlord's agents and employees in the Center.

11.8 **Landlord Contribution to Cost of Tenant's Inspection.** *Intentionally Deleted.*

11.9 **Replatting, Rezoning or Subdividing.** If replatting, rezoning, subdividing or similar action is required by any public authority to implement this Lease, including the construction of the Tenant Improvements and use of the Premises by Tenant, Tenant may promptly commence and diligently pursue such action after obtaining Landlord's written consent, (which consent shall not be unreasonably withheld), at Tenant's expense, promptly no later than the earlier of the expiration of the Permitting Period or the date Tenant obtains Permits.

11.10 **Third Party Consents and Waivers.** Landlord shall use its best efforts to provide Tenant with all consents and waivers from other tenants in the Center as are necessary to authorize the construction, development and use of the Premises as provided in this Lease. If any mortgage or other encumbrance on the Premises requires the giving of notice or receipt of consent to effect this Lease, Landlord shall give such notice or obtain such consent as required.

11.11 **Further Acts.** During the Term, Landlord shall use its best efforts to not take any action which would adversely affect Tenant's ability to (a) comply with laws, rules and regulations applicable to Tenant's use, enjoyment or alteration of the Premises or (b) maintain, renew or obtain permits, licenses or other approvals required by governmental agencies for Tenant's use, enjoyment or alteration of the Premises. Further, upon Tenant's request, Landlord shall cooperate with Tenant to enable Tenant to comply with such laws, rules and regulations and to maintain, renew or obtain such permits, licenses or other approvals, including, without limitation, joining with Tenant in applications and proceedings, executing agreements, easements, dedications or other documents or instruments requested by Tenant, and taking such additional actions as may be requested by Tenant. Notwithstanding the above, the Landlord shall not be obligated to take any action, do any act, refrain from acting, or not exercise its discretion, if Landlord determines that such action would be detrimental to the Shopping Center.

12. **Computing Common Area Expenses. Intentionally Deleted.**

12.1 **Items Included in Common Area Expenses. Intentionally Deleted.**

12.2 **Items Excluded From Common Area Expenses. Intentionally Deleted.**

12.3 **Common Area Expense Budget and Payments. Intentionally Deleted.**

12.4 **Audit of Common Area Expenses. Intentionally Deleted.**

13. **Liens and Claims.** Landlord and Tenant shall maintain the Premises free of all mechanic's liens or similar claims caused by their acts or omissions. Each shall be entitled to contest such liens or claims caused by its actions, at its own expense, but must post appropriate security to protect the interests of the other. If the Tenant refuses to act to remove a lien or claim caused by its action within fifteen (15) days after Tenant's receipt of such notice from Landlord, Landlord may, but shall not be obligated to, take any and all actions it deems reasonable, including settling any such lien or claim by making payment, and charging the cost, fees and expenses thereof to the Tenant.

In the event the Premises or any part thereof or Tenant's leasehold interest therein shall at any time during the term of this Lease become subject to any mechanic's, laborer's, materialmen's, or similar type of lien based upon the furnishing of materials or labor for the Premises and contracted for by Tenant; or any federal, state, or other tax lien asserted against Tenant or its interest in the Premises, Tenant shall and hereby does agree to (i) hold Landlord and the Premises harmless from and against any such mechanic's and materialmen's liens, tax liens and other encumbrances of a similar nature, and from any and all loss, cost, claim, damage, and expense, including but not limited to reasonable attorney's fees incurred by Landlord as a result of any such lien; and, (ii) cause the same, at the sole cost and expense of Tenant, to be released or discharged as soon as possible after actual notice to Tenant of any filing of a lien or encumbrance against the Premises or any part of the Landlord's property by the substitution of a mechanic's lien release bond or by such other instrument or method as may be reasonably acceptable to Landlord. Landlord shall maintain the Premises free from all mechanic's liens or similar claims caused by its acts or omissions.

14. **Condemnation.** Condemnation means any impairment of Tenant's use of the Premises or the Common Area, or both, by act or omission of government authority, including without limitation, a change in applicable law, exercise of the power of eminent domain, or exercise of other government authority such as alteration of a public street directly serving the Premises or the Common Area, or both. A voluntary sale by Landlord to any party having the power to effect a Condemnation either under a threat of exercise of that power, or while proceedings are pending, shall be deemed to be a Condemnation. No such sale shall be made without the prior consent of Tenant. Landlord shall notify Tenant within fifteen (15) days after Landlord learns of any proposed or pending Condemnation. The proceeds, including any judgment and interest, arising from any Condemnation shall be deemed the Condemnation Award. Whether this Lease is canceled or not canceled upon a Condemnation, the rights of Landlord and Tenant shall be governed by this Section.

Any Award shall be allocated and paid to Landlord and Tenant in accordance with the laws of the state in which the Premises are located.

If, in Tenant's reasonable judgment, a Condemnation renders the Premises unsuitable for Tenant's continued operation Tenant may by notice to Landlord cancel this Lease. It will be reasonable for Tenant to determine the Premises are unsuitable for Tenant's continued operation after a Condemnation if there is a reduction in the amount of business revenue received at the Premises following the Condemnation, or if any of the Tenant Improvements such as the building, access, drive through, or parking facilities are altered.

If Tenant fails to cancel this Lease as permitted above, the Basic Rent for the remainder of the Term and any extensions shall be reduced in the same proportion that the amount of business revenue received on the Premises decreases during the twelve (12) months immediately after the Condemnation in relation to the business revenue received on the Premises during the twelve (12) month period immediately before the Condemnation.

15. ***Destruction of Tenant Improvements.*** Subject to the limitations of this Section, Tenant shall promptly repair and restore all Tenant Improvements which are damaged or destroyed. Within ninety (90) days after **Substantial Destruction** during the last three (3) Lease Years of the Term, Tenant may elect to either (a) repair and restore all Tenant Improvements or (b) remove all Tenant Improvements, clear and clean up the Premises and cancel this Lease, however any insurance proceeds shall be payable to the Landlord as a result of such Substantial Destruction occurring in the last three (3) years of the Term. Substantial Destruction means damage or destruction to Tenant Improvements with a value equal to twenty-five percent (25%) or more of their replacement value as reasonably determined by Tenant.

16. ***Destruction of Common Area.*** Upon any damage to or destruction within the Common Area, Landlord shall restore such Common Area with all due diligence to, as nearly as possible, at least as good condition as it was in immediately prior to the damage or destruction.

If, in Tenant's reasonable judgment, such damage or destruction renders the Premises unsuitable for Tenant's continued operation Tenant may, by notice to Landlord, cancel this Lease. It will be reasonable for Tenant to determine the Premises are unsuitable for Tenant's continued operation after the damage or destruction if there is a reduction in the amount of business revenue received at the Premises following the damage or destruction, or if any of the Tenant Improvements such as the building, access, drive through, or parking facilities are altered. If Tenant fails to cancel this Lease upon the damage or destruction, the Basic Rent for the remainder of the Term shall be reduced in the same proportion that the amount of business revenue received on the Premises decreases during the twelve (12) months immediately after the damage or destruction in relation to the business revenue received on the Premises during the twelve (12) month period immediately before the damage or destruction.

17. ***Default by Tenant.*** Tenant will be in default under this Lease (a) if Tenant fails to pay any amount due within fourteen (14) days after mailing, by overnight delivery service, of notice from Landlord stating the amount due and demanding payment; and (b) if Tenant fails to commence performance of any other obligation of Tenant within thirty (30) days after receipt of notice from Landlord stating the obligation which Tenant has failed to perform and demanding performance and diligently pursue completion of the required performance. No notice from Landlord shall be deemed to be a termination of this Lease unless Landlord states in the notice that this Lease is terminated.

Upon a default by Tenant, Landlord, by notice to Tenant may terminate this Lease on a date specified in the notice and may demand and recover possession of the Premises from Tenant. Tenant shall remain liable to Landlord for the following:

(a) The worth, at the time of the award, of the unpaid Rent earned at the time of termination of this Lease; plus

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award

exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

The "worth at the time of the award," as used in subsections (a) and (b) of this Section is to be computed by allowing interest at five percent (5%) per year. The "worth at the time of the award," as referred to in subsection (c) of this Section is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus three percent (3%).

Upon a default by Tenant this Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession. While Tenant is in default, Landlord may enter and rerent the Premises for Tenant's account, for such period, terms, and rent as Landlord deems reasonable. Tenant shall pay to Landlord the Rent due under this Lease on the dates Rent is due, less the rent Landlord receives from any rerenting.

18. **Default by Landlord.** Landlord shall be in default under this Lease if Landlord fails to pay any judgment, assessment, tax or other encumbrance affecting the Premises, if caused by Landlord, or fails to perform any obligation specified under this Lease. If Landlord fails to (a) commence performance of any obligation of Landlord within thirty (30) days after receipt of notice from Tenant stating the obligation which Landlord has failed to perform and demanding performance and (b) diligently pursue completion of the required performance, then Tenant, in addition to all other remedies at law or in equity, shall have the right to pay, perform or discharge any such obligation. Should Tenant elect to pay or perform any such obligation, Landlord shall, within thirty (30) days from the date of Tenant's demand, reimburse Tenant in the full amount expended by Tenant in connection therewith. If Landlord fails to reimburse Tenant within such time, Tenant may offset the amount of such reimbursement against Rent. In addition, if, as a consequence of Landlord's default, Tenant shall recover a final money judgment against Landlord, and Landlord fails to satisfy such judgment within thirty (30) days, Tenant shall have the right to satisfy such judgment by offsetting the amount due against Rent until such judgment is satisfied.

19. **Attorneys' Fees.** If an action is commenced to enforce any provision of this Lease, the prevailing party as determined by a final court judgment, arbitration panel determination or mediation shall be entitled to recover from the other party such reasonable attorneys' fees and costs incurred in the action as the court may award.

20. **Representations and Warranties.**

20.1 *Landlord Representations and Warranties.* The following representations and warranties are made for the benefit of Tenant:

(a) If Landlord is a corporation, Landlord represents and warrants that Landlord is duly organized, validly existing, in good standing in the state of its incorporation, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord;

(b) If Landlord is a partnership, each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the partnership, and that the persons who have executed this Lease on behalf of the partnership are all of the partners whose signatures are necessary to bind the partnership;

(c) If Landlord is a limited liability company, Landlord represents and warrants that Landlord is duly organized, validly existing, in good standing in the state of its formation, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord;

(d) If Landlord is an individual or individuals, each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease;

(e) If more than one person is Landlord, they represent and warrant that the obligations of such persons as Landlord are joint and several;

(f) Landlord represents and warrants that this Lease is binding on Landlord in accordance with its terms;

(g) Landlord represents and warrants that Landlord is the fee owner of the Premises, or in the alternative, that it is the lessee under a Master Lease for the use of the Premises and that the Master Lease extends beyond the Term and any extensions of this Lease;

(h) Landlord represents and warrants that there are no provisions contained in the leases of other tenants in the Center, in any REA or elsewhere which adversely affect the construction of Tenant Improvements or Tenant's permitted uses of the Premises;

(i) Landlord represents and warrants that it has complied with all laws, rules and regulations affecting the Premises; and

(j) Landlord represents and warrants that Landlord has no knowledge of (i) enacted, pending or proposed condemnation proceedings or other governmental action, (ii) pending or threatened litigation, (iii) pending or proposed plans to alter access to the Premises, (iv) the presence on the Premises of anything dangerous to humans such as Hazardous Materials, which would adversely affect the construction of Tenant Improvements or the operation of Tenant's permitted uses of the Premises, or (v) any reason or condition that would adversely affect Tenant's ability to secure any permits, licenses or other approvals required by governmental agencies for Tenant's use, enjoyment or improvement of the Premises, including without limitation a certificate of occupancy.

20.2 Tenant Representations and Warranties. The following representations and warranties are made for the benefit of Landlord:

(a) Tenant represents and warrants that Tenant is duly organized, validly existing, in good standing in the state of its incorporation, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant; and

(b) Tenant represents and warrants that this Lease is binding on Tenant in accordance with its terms.

20.3 Brokers. Landlord and Tenant represent and warrant to each other that they have not engaged or dealt with any broker or agent with respect to the Premises except the broker identified in the Basic Provisions. If a broker is identified in the Basic Provisions, Landlord shall pay all amounts due that broker pursuant to a separate agreement. Landlord and Tenant shall each defend, indemnify and hold the other harmless from and against all claims, losses and liabilities incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or compensation in connection with the indemnifying party's entry into this Lease.

21. Landlord's Sale of the Premises.

21.1 Relationship of Rent and Premises Value. Landlord and Tenant acknowledge that the Premises are currently valued at one million dollars (\$1,000,000.00) based on the income stream of the existing building and the property on which it currently resides.

21.2 Landlord's Election to Transfer/Tenant's Right to Purchase. If Landlord elects to transfer the Premises by sale or exchange, Landlord shall notify Tenant of such election. The date of mailing such notice to the Tenant shall be the **Landlord Election Date**. Tenant shall have thirty (30) days after receipt of such notification to elect to purchase the Premises at a Purchase Price equal to the price that Landlord proposed to sell the Premises to the third party purchaser and on the following terms:

(a) Tenant shall provide written notice to Landlord of its election to purchase (or not purchase, as the case may be) the Premises within such thirty (30) days. The date Landlord receives such notice shall be the **Tenant Election Date**. If Tenant fails to provide such notice within such thirty (30) days, Tenant shall be deemed to have elected not to purchase the Premises.

(b) The closing of the purchase shall occur within ninety (90) days after the Tenant Election Date, during which time Tenant may review title, survey, soils and such other information concerning the Premises as Tenant determines. Tenant may terminate its election to purchase during such ninety (90) days in its sole and absolute discretion, with or without cause.

(c) At the closing, Landlord shall convey marketable title to the Premises to Tenant free and clear of all liens and encumbrances and with all other reasonable title objections remedied by Landlord. The conveyance shall be by grant deed or general warranty deed approved by Tenant. Landlord shall also execute and provide in recordable form a Declaration of Restrictive Covenant with a term of twenty (20) years incorporating the terms of any Declaration of Restrictive Covenant attached as an exhibit to this Lease to be recorded upon opening. Upon termination of Lease, Taco Bell will file notice nullifying the Declaration of Restrictive Covenant in recordable form.

21.3 **Tenant's Non-Election to Purchase.** If Tenant does not elect to purchase the Premises or if Tenant, after making such election decides not to purchase the Premises as provided in subsection 21.2 (c) above, Landlord shall be free to sell the Premises to others and conclude a sale or exchange of the Premises within one hundred eighty (180) days after the Tenant Election Date or Tenant's subsequent decision, whichever is later. If Landlord does not conclude a sale or exchange of the Premises within such one hundred eighty (180) days, then Landlord must follow the process set forth above before offering to transfer the Premises by sale or exchange to others.

22. **Miscellaneous Provisions.**

22.1 **Amendment.** This Lease may be changed only by a written amendment executed by Landlord and Tenant.

22.2 **Consents.** Whenever a party is asked to provide consent under this Lease, such party shall not unreasonably withhold or delay giving the consent requested.

22.3 **Disclaimer of Partnership:** Nothing in this Lease shall be deemed or construed to create a relationship of principal and agent, partnership, or joint venture between Landlord and Tenant.

22.4 **Estoppel Certificates.** Landlord and Tenant shall each execute and deliver to the other, within fifteen (15) days after request, an estoppel certificate addressing such

matters as may be reasonably requested by an existing or prospective mortgagee, a prospective transferee of the Premises, or a prospective transferee of Tenant's leasehold interest.

22.5 Holding Over. Any holding over after expiration of the Term shall be a tenancy determined by Ohio law and at a rental as provided by statute, plus all real estate taxes.

22.6 Interpretation of Lease. This Lease shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both parties. This Lease contains the entire agreement of Landlord and Tenant, and all prior negotiations, documents, and discussions are superseded by this Lease. The invalidity of any provision of this Lease shall not affect the validity of any other provision of this Lease. Section headings in this Lease are for convenience only and shall not be used in interpreting its provisions. This Lease shall be interpreted in accordance with the laws of the state in which the Premises are located.

22.7 Memorandum of Lease. Tenant shall prepare and deliver to Landlord, a memorandum of this Lease, attached as Exhibit F, in form satisfactory to Landlord and suitable for recordation in the official records of the jurisdiction in which the Premises are located.

22.8 Notices. All notices required or allowed in this Lease shall be in writing and shall be sent to the addresses shown in the Basic Provisions. A party may change its address for notice by giving notice to the other party. Notices shall be delivered by personal delivery, facsimile transmission, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmark, as applicable.

22.9 References. All references to this Lease include reference to all amendments to this Lease. All references to the Term in this Lease include reference to all extensions of this Lease by exercise of options to extend or by agreement between Landlord and Tenant. References to the Premises include reference to all or a part of the Premises. References to Landlord or Tenant include, bind, and inure to the benefit of, their officers, agents, employees, successors in interest and assignees.

22.10 Time and Excusable Delays. Reference to days in this Lease means consecutive calendar days including weekends and holidays. The time for performance of any obligation or the satisfaction of any contingency under this Lease shall be extended for the period during which a party is prevented from performing by the act or omission of the other party, acts of God, government, or other force or event beyond the reasonable control of such party.

22.11 Waiver. No right or remedy under this Lease will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.

22.12 Indemnification. A party entitled to indemnity shall promptly notify the indemnifying party of its claim for indemnity. The indemnifying party shall have the right to

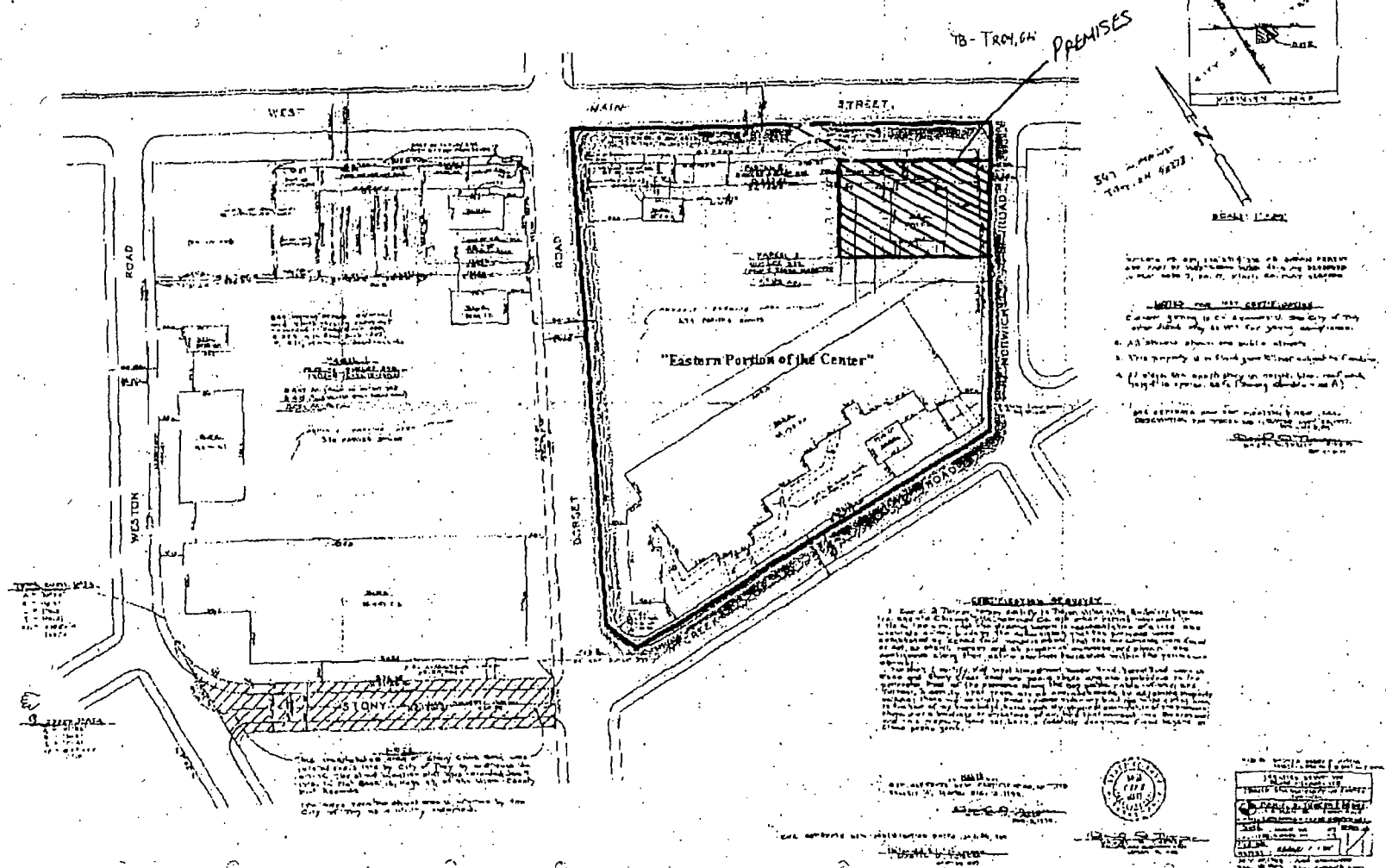
defend, prosecute and settle the matter for which indemnity is sought, using counsel reasonably satisfactory to the indemnified party and its insurer.

EXHIBIT A & A1
TO
SHOPPING CENTER GROUND LEASE
(Free Standing)

CENTER SITE PLAN
(Premises Cross-hatched)

SEE ATTACHED ^{BOS}

Exhibit A - Center Site Plan



SITE SKETCH

Exhibit A1 - Premises Site Plan

Yum! Brands

Option #06 A

Project Information

Site#: 304533
 Entity#: 333936
 Address: 1420 W. Main Street
 City/State: Troy, OH 45373
 CM: Mike Smith
 REM: Mark Read
 RC: ---
 RAP: Sandra Moore Auckerman

Building Design: T60-Y04
 Required Parking: 31
 Provided Parking: 30
 Drive-Thru Stack: 8
 Site Sq. Ft.: 22,970
 Pole/Monument Sign: Pole
 Height of Sign: 20'
 Size of Sign: 50 S.F.

Consultant

Firm: GPD Group
 Contact: Joe Boyle
 Phone: 330-572-2250
 Fax: 330-572-2101
 Sketch Date: 9/26/06
 Rev. Date: 10/9/06
 Rev. Date: 10/24/06
 Scale: 1" = 50'
 GPD JOB# = 2006088.29

Approvals

Construction Manager(CM): _____
 Director of Development(DD): _____
 Region Coach(RC): _____
 Region Architect(RAP): _____

Date: _____
 Date: _____
 Date: _____
 Date: _____

LEGEND

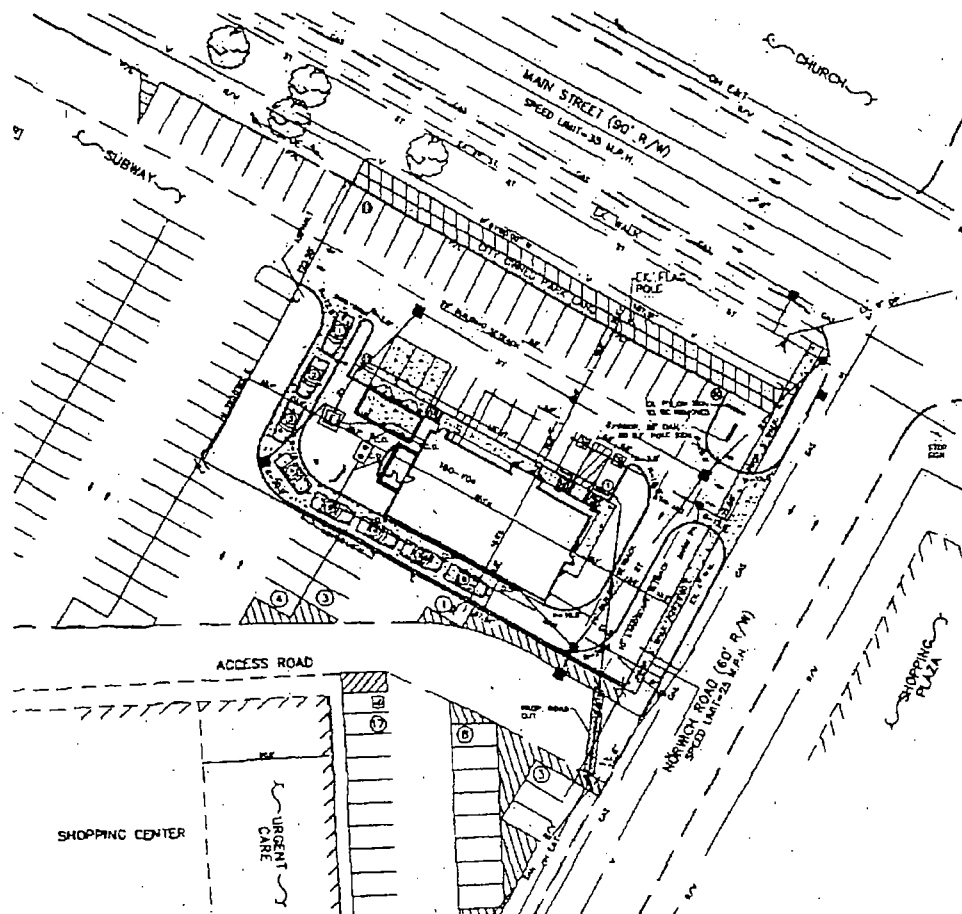
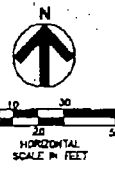
PA PROPERTY LINE
 R/W RIGHT-OF-WAY LINE
 CLB CURB LINE
 CLM CURB LINE
 CLM CURB LINE
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS

ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS

ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS

ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS

ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS
 ST EXISTING STREET LIGHTS



For Non-Standard, please check all that apply.

☐ Site Standards ☒ Footprint ☒ Exterior Image ☒ Signage ☐ Equipment Layout ☐ Interior Decor

Additional Notes: FULL HEIGHT ENCLOSED COOLER/FREEZER FOR REAR TOWER MODIFICATION.

☐ Standard Prototype

☒ Non-Standard ☐ Delco

See attached equipment plan and exterior elevations.

EXHIBIT B

TO.

SHOPPING CENTER GROUND LEASE
(Free Standing)

LEGAL DESCRIPTION OF THE CENTER

TO BE PROVIDED BY LANDLORD

RD 1/18/07.

EXHIBIT C
TO
SHOPPING CENTER GROUND LEASE
(Free Standing)

LANDLORD OBLIGATIONS TO COMPLETE LANDLORD WORK

Intentionally Deleted

EXHIBIT D
TO
SHOPPING CENTER GROUND LEASE
(Free Standing)

OPTION TO EXTEND THE TERM
(Fixed Rent)

1. **Grant of Option.** Landlord grants to Tenant the **Option** to extend the Term of this Lease for up to four (4) additional periods of five (5) years each. Each such additional period is referred to as an **Extension Period**.

2. **Exercising Options.** Each Option shall be deemed automatically exercised without further action by Landlord or Tenant unless Tenant shall give notice to Landlord at least six (6) months prior to the end of the Term or the current Extension Period (the **Exercise Date**) stating that Tenant elects to not extend the Term.

3. **Rent for the Extension Period.** Upon the commencement of each Extension Period, all provisions of this Lease shall remain in effect, except for Options already exercised, and Rent. Rent for each Extension Period shall be as follows:

Option	Years of Extension Periods	Monthly Rent
1.	21 to 25	\$ [REDACTED]
2.	26 to 30	\$ [REDACTED]
3.	31 to 35	\$ [REDACTED]
4.	36 to 40	\$ [REDACTED]

EXHIBIT E

TO

**SHOPPING CENTER GROUND LEASE
(Free Standing)**

AFTER RECORDING, RETURN TO:

Yum Brands Real Estate
17901 Von Karman Avenue
Irvine CA 92614
Attention: Law Department-Real Estate
Site No. 304533

(Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, under the Lease dated _____, 2006 (the "Lease"), **Trojan Plaza Investors, LP, an Illinois limited partnership** ("Landlord"), agreed to lease to **Taco Bell of America, Inc., a Delaware corporation** ("Tenant"), real property described on Exhibit A (the "Premises"); and

WHEREAS, the Lease states that Landlord shall restrict the real property comprising the **Trojan Plaza Shopping Center** ("Shopping Center"), all of which is described on Exhibit B; and

WHEREAS, the Lease states that Landlord shall not interfere with access or visibility to the Premises in the eastern portion of the Shopping Center, which portion is depicted on Exhibit C as "Eastern Portion of the Shopping Center".

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord covenants and agrees as follows:

1. Except as with regard to existing tenants, Landlord shall not allow the use of any real property leased or owned by Landlord in the Shopping Center (other than the Premises) to be used for the operation of a fast food restaurant serving Mexican food.

The foregoing shall not apply to family-style, full service restaurants which offer alcoholic beverages and do not offer fast food (a) over the counter, except for incidental sales, or (b) by means of a drive-through service.

2. The Eastern Portion of the Shopping Center as depicted on Exhibit C shall not be used in any manner which interferes with access to the Premises or the visibility from streets adjacent to the Premises of Tenant's improvements on the Premises, including Tenant's building and signs, except as may be required by State and/or local law.

3. These restrictions are for the benefit of Tenant and run with the Premises and the Shopping Center, and are for the benefit of and binding upon all successive owners and occupants of the Premises and the Shopping Center.

4. This instrument shall be recorded in each county or parish in which the Premises and the Shopping Center are located and shall expire automatically upon the expiration of the Lease. Exhibits A and B and C are incorporated herein by this reference.

5. Failure to comply with any of the foregoing restrictions shall be grounds for relief which may include, without limitation, an action to recover damages, injunctive relief or any combination thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenant as of the date set forth above.

DO NOT SIGN--EXAMPLE ONLY
DO NOT SIGN--EXAMPLE ONLY

By: DO NOT SIGN--EXAMPLE ONLY

Name: DO NOT SIGN--EXAMPLE ONLY

Title: DO NOT SIGN--EXAMPLE ONLY

Date: DO NOT SIGN--EXAMPLE ONLY

PLEASE ATTACH ALL EXHIBITS

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT F

TO

**SHOPPING CENTER GROUND LEASE
(Free Standing)**

WHEN RECORDED, RETURN TO:

YUM! BRANDS REAL ESTATE
17901 Von Karman Ave.
Irvine, CA 92614
Attn: Law Dept./Real Estate
Site No. 304533

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated this _____ day of _____, 2006, by and between **Trojan Plaza Investors, LP**, an Illinois limited partnership ("Landlord"), whose mailing address is: 6160 North Cicero Avenue, Suite 620, Chicago, Illinois 60646, and **Taco Bell of America, Inc.**, a Delaware corporation ("Tenant"), whose mailing address is: 17901 Von Karman, Irvine, California 92614.

Landlord hereby grants, demises and leases the premises ("Premises") described below to Tenant upon the following terms:

1. **Date of Lease:** _____;
2. **Description of Premises:** See Exhibit A attached;
3. **Date of Term commencement:** The first to occur of (a) Tenant opening its restaurant for business to the public on the Premises, or (b) August 1, 2007.
4. **Term:** twenty (20) years;

5. **Renewal Options:** Provided that Tenant is not in default of its obligations under the Lease, Tenant shall have the option to extend the Term of the Lease for four (4) additional periods of five (5) years each;
6. **Right of First Offer:** Tenant has the right of first offer to purchase the Premises as set forth in the Lease.

The purpose of this Memorandum of Lease is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD

Trojan Plaza Investors, LP,
an Illinois limited partnership.

By: _____

Name: _____

Title: _____

Date: _____

TENANT

Taco Bell of America, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "G"

TROJAN VILLAGE

<u>Tenant</u>	<u>Use</u>	<u>Restrictions</u>
Subway	Sub Sandwiches	If owner leases to another sub restaurant, rent reduces by \$400.00 per month
Urgent Care	Urgent Care Business	Not really. Owner shall not directly or indirectly carry on or allow to be carried on an Urgent Care business on the property for a period of two years from the date of termination of the Lease. Only if termination was caused by owner materially blocking the line of visibility to the premises or materially impairing the access to the premises.
LA Tan	Tanning	None
Merle Norman	Cosmetics, bath and body products, hand bags, jewelry, gift items, ear piercing, nails, facials, waxing, massage and other related services	None
Anytime Fitness	Fitness facility	Health clubs (excluded: women's clubs, yoga and physical therapy centers), wellness or health care centers opened by physicians or similar health care centers.
Advance America Cash Center	Loans & cash advances	No more than two loan and cash advance operations.

NOV. 9. 2006 4.28PM HALLMARK AND JOHNSON

NO. 4432 P. 2

TROJAN VILLAGE

Radio Shack	Electronics	Retail sale or display of all types of cellular phones, pagers, electronic components, televisions and stereos. The provisions of this section shall not: (i) preclude the retail sale or display of televisions, VCRs, office equipment or related equipment and accessories, provided such merchandise is displayed in not more than 100 square feet of display area; (ii) apply to any premises within the shopping center in which the tenant is permitted to sell and display the protected merchandise as of the date of this agreement; (iii) apply to renewals or extensions of any leases covered by (ii) above; (iv) apply to any space within the Shopping Center larger than 8,000 square feet; or (v) apply to a computer software store, office supply store, or the sale of fax machines.
Avenue	Women's Clothing	Women's clothing. Large Size (Size 14 or larger).
Pizza Hut	Pizza	No more than three pizza or Italian type restaurants located within this center.
SuperPetz	Pet store	Pet food and supply store selling pet supplies, food, accessories, as well as fish aquarium products and accessories. Small birds, reptiles and small hand pets (such as hamsters and gerbils) and pet related services (including without limitation, grooming, dog obedience and vet services)
Low Bob's	Tobacco products and related items	None
Check N Go	Check cashing, deferred deposit, small loans, income tax preparation, refund, anticipation loans	No more than two cash advance tenants at any one time.

TROJAN VILLAGE

Edward Jones	General office space with connection with investment brokerage, insurance sales and related financial services hereto	None
Nail XPO	Nail Salon	Nail Salons
Dayton Power & Light	Electric utility service and related activity.	None
Donatos	Pizza, sub sandwiches and related foods with sit down, pick up and carry out services	No more than three pizza restaurants in the center.
TV Beverage Dock	Drive-thru and carry out wine, beer, beverage and assorted snacks	None
Exterior Assessments, LLC	Conducting the business of administering test for contracted clients and general office use.	None

TROJAN VILLAGE

Aarons	Show room and warehouse for the storage, renting and selling of new and used furniture, appliances, electronics, jewelry and other related merchandise including lawn mowers and any other purpose permitted by law. Subject to other leases.	Rental purchase of furniture and appliances.
Save A Lot	Grocery Store	None
Fastenal	Sale and warehouse of fasteners and related products or material or other legal business. Subject to other tenant leases.	None
Avis	Motor vehicle leasing and renting all uses incidental and necessary to the foregoing	Auto rental business
Instant Tax	Tax preparation service	None
Pro Care	Eye Care Center	None
China Garden	China Buffet	Chinese Restaurants

Al's Pizza

TROJAN VILLAGE

Food Service not
limited to pizza,
subs, salad and
beverages pertinent
business shall not
be sub sandwiches
or any other use
that violates any
other tenant's
lease.

ENCLOSURE 4

EPA QUESTIONS DATED 10-30-2012

		TACO BELL OF AMERICA, LLC RESPONSES FOR TACO BELL STORE 23736 - 1420 W. MAIN, TROY, OH	RESPONDANT	ATTACHMENT
1	State the dates during which you or your company have owned, operated, or leased a facility or any part thereof located within the area of interest at the Site as illustrated on the map in Enclosure 6, and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g., including but not limited to purchase and sale agreements, deeds, or leases).	Taco Bell of America, LLC leases the shopping center location and operates a fast food restaurant. The ground lease was executed 11-26-2006. The Taco Bell fast food restaurant opened for business on 10-24-2007.	Julie Reese Manager, Legal Department	Ground Lease Dated 11-26-2006
2	Did you or any other person or entity ever use, purchase, store, treat, dispose, transport or otherwise handle any material containing chlorinated solvents, including but not limited to tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and 1,1,1-trichloroethane (TCA), at a facility within the boundaries of the Site? If the answer to this question is anything but an unqualified "no," with respect to each facility, identify: a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material; b) who supplied the material; c) how, when, and where the material was used, purchased, generated, stored, treated, transported, disposed of or otherwise handled; d) the quantity of such materials used, purchased, generated, stored, treated, transported, disposed of or otherwise handled; e) all supervisory personnel for areas where chlorinated solvents were identified above. For all persons identified, indicate the years during which they were a supervisor and, to the best of your knowledge and	Taco Bell of America, LLC does not use, purchase, store, treat, dispose, transport or otherwise handle any material containing chlorinated solvents, including but not limited to tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and 1,1,1-trichloroethane (TCA) at Store 23736	Julie Reese Manager, Legal Department	
3	Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, or container storage areas,) at each facility you or your company have owned, operated, or leased within the area of interest at the Site. For each such solid waste management unit, provide the following information: a) A map that shows the unit's boundaries and the location of all known solid waste management units, whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units; b) the type of unit (e.g., storage area, landfill, or waste pile) and the dimensions of the unit; c) the dates that the unit was in use; d) the purpose and past usage of the unit (e.g., storage or spill containment); e) the quantity and types of materials (hazardous substances and any other chemicals) located in the unit; f) the construction (materials, composition), volume, size, dates of cleaning, and condition of the unit; and g) if unit is no longer in use, describe how was unit was closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.	Taco Bell of America, LLC does not use solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, or container storage areas,) at any facility owned, operated, or leased within the boundaries of the Site.	Julie Reese Manager, Legal Department	

EPA QUESTIONS DATED 10-30-2012	TACO BELL OF AMERICA, LLC RESPONSES FOR	RESPONDANT	ATTACHMENT
<p>4 Identify all leaks, spills, or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents that have occurred at or from any facility you or your company have owned, operated, or leased within the boundaries of the Site. In addition, identify:</p> <p>a) when, where, and how such leaks, spills or releases occurred;</p> <p>b) the amount of each leak, spill or release;</p> <p>c) activities undertaken in response to each such leak, spill or release, including the notification of any agencies or governmental units;</p> <p>d) investigations of the circumstances, nature, extent or location of each leak, spill or release, including the results of any soil, water (ground and surface), or air testing undertaken; and</p>	<p>TACO BELL STORE 23736 - 1420 W. MAIN, TROY, OH</p> <p>Taco Bell of America, LLC is not aware of any leaks, spills, or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents that have occurred at or from Store 23736</p>	<p>Julie Reese Manager, Legal Department</p>	
<p>5 Provide copies of all local, state, and federal environmental permits ever granted for any facility (or any part thereof) you or your company have owned, operated, or leased within the boundaries of the Site (e.g., RCRA permits or NPDES permits).</p>	<p>No known RCRA or NPDES permits issued for Taco Bell Store 23736.</p>	<p>Julie Reese Manager, Legal Department</p> <p>Bonnie Geary Specialist, Business Tax and Licensing Dept</p>	
<p>6 Identify any persons or entities, other than those responding to this information request, that may have information about the history, use, purchase, storage, treatment, disposal, transportation or handling of any materials containing chlorinated solvents at any facilities in the area of interest at the Site.</p>	<p>None known.</p>	<p>Julie Reese Manager, Legal Department</p>	
<p>7 To the extent you believe that another person, including any previous property owner, is responsible for any leaks, spills or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents at or from any facility you or your company have owned, operated, or leased within the area of interest at the Site, identify:</p> <p>a) the name and address of that person or persons;</p> <p>b) when, where, and how such leaks, spills or releases occurred;</p> <p>c) the amount of each leak, spill or release; and</p> <p>d) the detailed basis for your belief that each such person is responsible for leaks, spills or releases, including any transactional documents, reports, or other documentation</p>	<p>None known.</p>	<p>Julie Reese Manager, Legal Department</p>	

100% Recycled fiber
80% Post-Consumer

UPS Next Day Air®
UPS Worldwide Express™
UPS 2nd Day Air®

Insert shipping documents under window from the top.



UPS Ground
UPS Standard
UPS 3-Day SelectSM
UPS Worldwide ExpeditedSM

• For UPS Worldwide Express, the UPS Express E only for documents of no commercial value. T weight or number of pages you can enclose.

FOLD HERE.

• Do not use UPS 2nd Day Air services to send 13 ounces in this envelope. For UPS 2nd Day Air, envelopes weighing one pound or more are at rates for the applicable weight.

- Do not send cash or cash equivalent.

1 OF 1 R. DELBESSIS/CHS BY SILVERBERG (949)863.4671 IRVINE RES. TR. CO UELL 1 CLEH BELL WAY MD 518 IRVINE, CA 92618	0.0 LBS LTR	SHIP TO: MARSHA A. ADAMS ENFORCEMENT/L 312 353.9484 US ENVIRONMENTAL PROTECTION REG 5 77 WEST JACKSON BL SE-SJ SUPERFUND DIV ENFORCEMENT & COMPL CHICAGO IL 60604-4155	IL 606 9-04 	2 UPS 2ND DAY AIR TRACKING #: 1Z 8ES 3Y2 02 9507 1921		BILLING: B/P Cost Center: 9003186
--	-------------	--	---	---	---	--------------------------------------

elope

ipping documents p
paper.

IS ENVIRONMENTAL PROTECTION REG
7 W JACKSON BLVD
HICAD, CA 92604-3511
L. WHITE & S. PULL
28E33282967
408-2000
L 408
1824
NOV 19 1984
FBI - SAC, LOS ANGELES

International Shipping Notice – Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

0101951033 05/05 PAC United Parcel Service, Louisville, KY